

APPENDIX 3D
CULTURAL RESOURCES PROGRAMMATIC AGREEMENT

**PROGRAMMATIC AGREEMENT
AMONG
THE DEPARTMENT OF THE INTERIOR,
BUREAU OF LAND MANAGEMENT, WELLS FIELD OFFICE NEVADA
AND
THE NEVADA STATE HISTORIC PRESERVATION OFFICER
REGARDING THE LONG CANYON PROJECT,
ELKO COUNTY, NEVADA**

WHEREAS, Newmont Mining Corporation (Newmont) intends to seek authorization from the Bureau of Land Management (BLM), Wells Field Office, Elko District Office for mining operations at the Long Canyon Project in the Pequop Mountain Range of Elko County, Nevada; and

WHEREAS, the BLM has determined that the authorization of mining operations at the Long Canyon Project may have the potential to affect historic properties eligible for inclusion in the National Register of Historic Places (NRHP), and has consulted with the Nevada State Historic Preservation Officer (SHPO) pursuant to Section 106 of the National Historic Preservation Act of 1966, as amended (NHPA); and

WHEREAS, the BLM, in consultation with SHPO, will identify the Area of Potential Effect (APE) for mining (see Appendix A) in coordination with the National Environmental Policy Act (NEPA) process, and that area will be included in the defined APE for purposes of this Programmatic Agreement (PA) which will encompass all direct, indirect, and cumulative effects from mineral exploration and mining; and

WHEREAS, the BLM has invited the Advisory Council on Historic Preservation (ACHP), pursuant to 36 CFR §800.14(b), to develop and execute this PA, and the ACHP has elected not to formally enter consultation on the development of this PA; and

WHEREAS, the Te-moak Tribe of the Western Shoshone, Duckwater Shoshone, Duck Valley Shoshone Paiute, Confederated Tribes of the Goshute Reservation, Elko and Wells Band Councils have been identified as interested parties for this PA and offered an opportunity to participate in the Section 106 process for identifying properties of traditional cultural and religious significance and the Tribes have been offered an opportunity to participate as concurring parties to this PA; and

WHEREAS, the BLM will notify the public of the Long Canyon Project and will provide members of the public with an opportunity to express their views on the development of the PA and the Section 106 process pursuant to 36 C.F.R. § 800.6(a)(4) and 36 C.F.R. § 800.14(b)(2)(ii) during and concurrent with the public comment process for the draft environmental impact statement for the Long Canyon Project. A copy of the PA will be made available to the public at the Wells Field Office and copies provided to all consulting parties; and

WHEREAS, Newmont has participated in this consultation and has been invited to concur in this PA; and

WHEREAS, BLM has a national Programmatic Agreement dated February 9, 2012 and a State Protocol Agreement (Protocol) between BLM and the SHPO dated January, 2012, that govern all other undertakings and historic properties that may occur within the APE; and

WHEREAS, the Long Canyon project is anticipated to result in adverse effects to historic properties and be phased such that the full extent of those adverse effects cannot be determined prior to issuance of the Record of Decision. Therefore, a PA is appropriate to comply with the conditions of the Protocol Agreement; and

WHEREAS, the definitions given in the Protocol apply throughout this PA, unless specifically modified below; and

WHEREAS, this PA covers all aspects of BLM authorized mining operations for the Long Canyon Project; and

NOW THEREFORE, the Signatories agree that the Long Canyon Project shall be administered in accordance with the following stipulations to ensure that historic properties will be treated to avoid or mitigate effects to the extent practicable, regardless of surface ownership, and to satisfy BLM's Section 106 responsibilities for all aspects of the Long Canyon Project.

STIPULATIONS

I. PURPOSE AND INTENT

The purpose of this PA is to establish procedures for use by BLM, SHPO, and Newmont regarding compliance with Section 106 of the NHPA for mineral exploration and development of the Long Canyon Project. This PA defines general and specific measures to ensure that the statutory requirements of the Section 106 process under NHPA will be fulfilled regardless of surface ownership. By a decision dated September 9, 2011, the BLM approved an amendment to Newmont's Exploration Plan of Operations (No. NVN-082445/Nevada Reclamation Permit No. 0256 on private land and No. 0284 on public lands) authorizing expanded mineral exploration. In March of 2012, Newmont submitted a proposed Plan of Operations for development of an open-pit mining and processing operation. Newmont's area of interest for this undertaking encompasses approximately 24,000 acres of the eastern Pequop Mountains and the Goshute Valley (see Appendix A). Within that area, approximately 4,000 acres of public and private land are being proposed for ground disturbing activity.

II. AREA OF POTENTIAL EFFECT

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The APE is located on lands administered by the BLM and some private lands held by Elko Land and Livestock Co. (a wholly owned subsidiary of Newmont Mining Corporation) in Elko County, Nevada (Appendix A).

The direct effects APE includes all areas proposed for exploration, development, mining, and closure projects that are within Townships 35 and 36 North, and Range 66 East. The area is defined as the Project Area in the Plan of Operations entitled Long Canyon Project (BLM-NVN091032); a map of the APE is included in Appendix A. The APE for assessing indirect effects (visual, audible, and atmospheric) generally will be one mile outward in all directions from the exterior perimeter of the Project Area APE. However, the indirect APE may be extended beyond the one mile convention to encompass historic properties that are identified as having traditional religious and cultural importance to Indian Tribes or to geographically extensive historic properties such as trails or roads, when effects have been determined to extend beyond this distance. The BLM, in consultation with the SHPO, Tribes, Newmont, and other consulting parties, may amend the APE as necessary through an amendment to this PA.

III. ROLES AND RESPONSIBILITIES

- A. BLM is responsible for administering this PA and will ensure that all of the stipulations are carried out. This includes but is not limited to ensuring that all parties carry out their responsibilities; administering and ensuring the completion of all cultural resource work; assembling all submissions to SHPO and to other concurring parties as appropriate; and for seeking SHPO concurrence with all agency compliance decisions as they apply to cultural resources within the APE.
- B. BLM will be the responsible point of contact for reviewing reports, and collating responses to the Long Canyon Project products to implement this PA, including but not limited to, inventory reports, determinations of eligibility, treatment plans and reports, and determining effects, etc.
- C. The BLM shall ensure that ethnographic, historic, architectural, and archaeological work conducted pursuant to this PA is carried out by, or under the direct supervision of, persons meeting qualifications set forth in the Secretary of the Interior's Professional Qualification Standards (36 CFR 61) and who have been authorized for such work on public lands by the BLM Nevada State Office.
- D. Newmont will provide BLM with any and all information needed to implement this PA and in Newmont's possession or reasonably available to Newmont.

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- E. Newmont shall bear the expense of identification, evaluation, and treatment of all historic properties directly or indirectly affected by Long Canyon Project activity. Such costs shall include, but not be limited to, pre-field planning, fieldwork, post-fieldwork analysis, research and report preparation, interim and summary report preparation, publications for the general public, and the cost of curating project documentation and artifact collections. If Newmont withdraws project applications, then Newmont shall incur no further expense except for completing fieldwork in progress and post-fieldwork activities, including submission of reports detailing that fieldwork and final curation of archaeological materials.

- F. Newmont, in cooperation with the Signatories, shall provide in-house training to ensure that all personnel and all personnel of its contractors and subcontractors are directed not to engage in the illegal collection of historic and prehistoric materials. Subsequent hires will be subject to similar training. Training can be in association with Newmont's safety and or related job training and project orientation. Newmont shall cooperate with BLM to ensure compliance with the Archaeological Resources Protection Act of 1979 (16 U.S.C. 470) on Federal lands and with Nevada Revised Statutes 381 and 383 for private lands.

Should damage to cultural resources occur during the period of active construction, operation or rehabilitation due to the unauthorized, inadvertent or negligent actions of Newmont, their employees, contractors or any other project personnel, Newmont shall be responsible for costs of rehabilitation, resource evaluation, and treatment of adverse effects, and may be subject to criminal penalties as provided under applicable law.

IV. PROCESS

The BLM has identified interested persons and Tribes pursuant to the Protocol and the NEPA scoping process and has involved, and will consult with them as appropriate regarding the Long Canyon Project.

A. IDENTIFICATION

- i. Newmont's cultural resource contractor shall ensure that appropriate cultural resource inventories are conducted on all lands identified within the approved Long Canyon Project APE (Appendix A) for potential adverse effects in accordance with the Protocol.

- ii. The APE for assessing indirect effects (visual, audible, and atmospheric) generally will be one mile outward in all directions from the exterior perimeter of the Project Area. However, the indirect APE may be extended beyond the

one mile convention to encompass historic properties that are identified as having traditional religious and cultural importance to Tribes or to geographically extensive historic properties such as trails or roads, when effects have been determined to extend beyond this distance. The assessment of visual effects will incorporate a Geographic Information System viewshed assessment as well as BLM Visual Resource Management concepts.

- iii. The BLM will consult with Tribes to identify any properties of traditional religious and cultural importance that might be affected by the implementation of the Long Canyon Project.
- iv. The BLM shall ensure that appropriate cultural resource inventories to identify and evaluate cultural resources are completed and that appropriate reports are prepared in accordance with the Protocol and with the Nevada BLM Cultural Resources Inventory General Guidelines, 5th edition (January 2012), or the latest edition issued by BLM Nevada at the date of implementation of each phase.
- v. Any amendments on the Long Canyon Project and future exploration outside the Long Canyon Project APE will be surveyed following BLM Class III Standards to identify historic properties and comply with the Protocol and with the Nevada BLM Cultural Resources Inventory General Guidelines, 5th edition (January 2012) or the latest edition should those Guidelines be revised during the term of this PA.
- vi. A qualified cultural resource contractor shall conduct records searches of General Land Office (GLO) plat maps, BLM Master Title Plats/Historic Index, the GLO Land Records website (<http://www.glorerecords.BLMNWFO.gov/>); the Nevada State Lands Patent Database Query (<http://www.lands.nv.gov/patents/patents.htm>); the Nevada Cultural Resources Information System (NVCRIS), the National and State Registers of Historic Places, National Trail System, historic maps, BLM and SHPO cultural resources records, and pertinent historic records/publications and maps to identify historic resources within the APE. The above list is not exclusive and should include other sources if identified by any Signatory.
- vii. In the event that any standing architectural resources are located within the APE, Newmont's cultural resource contractor shall adhere to the current Nevada State Historic Preservation Office's Section 106 Architectural Inventory and Survey Guidelines (Spring 2012) or the latest edition. The identification of

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architectural resources shall include, but is not limited to, the completion of Architectural Resource Assessment forms.

- viii. The BLM, in consultation with SHPO, will determine whether evaluations contained in Class III inventories that are ten years old or older should be reconsidered and whether previously identified resources should be revisited to relocate such properties and re-evaluate condition and eligibility determinations, and obtain relevant information necessary for avoidance, treatment, or other mitigation.
- ix. Newly identified and updated sites will be recorded on the Nevada IMACS form.
- x. Unless authorized by the BLM, in consultation with SHPO, no artifacts will be collected during the inventory phase of fieldwork. In the case of authorized collection, all materials so collected will be curated in accordance with Stipulation IV.C.vii.

B. EVALUATION

- i. All cultural resources identified within the APE shall be evaluated for NRHP eligibility. Newmont's cultural resource contractor shall provide the BLM with eligibility recommendations upon completion of an inventory report. The BLM will concur, disagree, or request additional information before determining eligibility. The BLM will then forward all recommendations to SHPO for review.
- ii. The BLM shall consult with Tribes or identified affected tribal members to evaluate NRHP eligibility of properties of traditional religious and cultural importance. Based on shared information the BLM, in consultation with SHPO, will determine the NRHP eligibility of identified properties.
- iii. If the information gathered during inventory is inadequate to determine NRHP eligibility, BLM shall, in consultation with SHPO, require Newmont's cultural resource contractor to conduct limited subsurface testing or other evaluative techniques to determine eligibility. Eligibility testing shall be confined to providing the minimum data necessary to define the nature, density, age, and distribution of materials in potential historic properties. Extensive excavations will require a Historic Properties Treatment Plan (HPTP) as discussed in Stipulation IV.C.iii of this PA.

- iv. The BLM, in consultation with SHPO, shall ensure that cultural resources identified within the applicable APE are evaluated for the NRHP prior to the initiation of activities that may have an adverse effect on such resources.
- v. If the SHPO or the BLM cannot resolve a disagreement regarding eligibility of a cultural resource, the BLM shall seek a formal determination of eligibility from the Keeper of the National Register in accordance with 36 CFR 63.2. The Keeper's determination will be considered final.

C. EFFECTS AND TREATMENT

- i. The BLM, in consultation with the SHPO, Tribes and other consulting parties shall determine the precise nature of the anticipated effects to historic properties identified within the APE. If the BLM, in consultation with the SHPO, determines that the proposed component of the Long Canyon Project will not have any effect on historic properties, the BLM shall issue a Notice to Proceed (NTP) in accordance with Stipulation VIII.
- ii. The BLM shall require Newmont, to the extent practicable, to avoid historic properties through modification to the design of mine related and process facilities, access routes, exploration activity, and any other ground disturbing activities. BLM must determine that avoidance is practical for the life of the mining operations covered under terms of this PA and shall require Newmont to provide suitable periodic monitoring information about the condition of resources avoided, and to take steps to enhance avoidance measures, as appropriate, or to initiate treatment where adverse effects or potential adverse effects are identified by the BLM.
- iii. When avoidance is not practical and data recovery is proposed to lessen or mitigate project related adverse effects to historic properties eligible under criterion D (36 CFR 60.4), BLM, in consultation with SHPO, shall ensure that Newmont's cultural resource contractor develops an appropriate Historic Properties Treatment Plan (HPTP) in order to mitigate adverse effects to historic properties. The HPTP shall be consistent with the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (48 FR 11716-37) and shall conform to the stipulations outlined in the Nevada State Protocol and BLM manual 8140.26 and following the guidance provided in the ACHP's Recommended Approach for Consultation on Recovery of Significant Information from Archaeological Sites, dated June 17, 1999. Newmont's cultural resource contractor shall procure all appropriate BLM permits prior to initiation of any treatment.

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- iv. For properties eligible under criteria A through C (36 CFR 60.4), mitigation, other than data recovery, may be considered (e.g. HABS/HAER recordation, oral history, historic markers, exhibits, interpretive brochures or publications, etc.). Where appropriate, the HPTP shall include provisions for a publication for the general public. The HPTP shall be consistent with the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (48 FR 44716 37) and Treatment of Historic Properties: A Handbook (ACHP 1980). Newmont's cultural resource contractor shall procure all appropriate BLM permits prior to initiation of any treatment.
- v. If the SHPO, a Tribe, Newmont, or other consulting party objects to all or part of the proposed HPTP, the BLM shall attempt to resolve the objection pursuant to Stipulation XIII of this PA.
- vi. The BLM shall require that Newmont's cultural resource contractor complete the fieldwork portions of any HPTP prior to initiating activities that may affect historic properties. Segments of the Long Canyon Project to be released for construction shall be included in a summary report submitted to the BLM. The summary report shall include, at a minimum, a list of the properties treated, a summary of the methodology used to treat each property, a summary of the findings at each property, and a map showing the locations of the treated properties. Upon the acceptance of the summary report, the BLM will issue a written NTP to Newmont in accord with Stipulation VIII of this PA.
- vii. The BLM shall ensure that all records and materials resulting from identification and treatment efforts are curated in a BLM approved facility within the state of Nevada. All materials collected will be maintained in accordance with 36 CFR 79 until final treatment reports are completed. The maintenance of these materials is subject to the following stipulations:
 - 1. Upon the acceptance of the final report by BLM, in consultation with SHPO, all recovered materials must be permanently curated, or returned to private land owners, as appropriate, or appropriate claimants as defined in the Native American Graves Protection and Repatriation Act (NAGPRA).
 - 2. BLM shall hold a surety bond from Newmont as specified in Stipulation X until the final disposition of recovered materials is determined.

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- viii. BLM, in consultation with the SHPO, shall ensure that all such reports are prepared in accordance with contemporary professional standards and to the Department of the Interior's Formal Standards for Final Report of Data Recovery Programs (42 FR 5377-79). BLM shall ensure that all final archaeological data recovery reports resulting from actions pursuant to this PA will be provided to SHPO subject to appropriate limitations concerning confidentiality.

V. DISCOVERY SITUATIONS

- A. When previously unidentified cultural resource sites or human remains are discovered, all Project related activities within 50 meters of the discovery will cease immediately and Newmont, or its cultural resource contractor, shall secure the location to prevent vandalism or other damage in consultation with the BLM. Newmont, or its authorized representative, shall notify the BLM authorized officer of the discovery by telephone within 24 hours, followed by written confirmation. All surface disturbing activity within the 50 meters of the point of discovery shall remain suspended until after the discovery has been evaluated, any necessary mitigation measures completed, and the BLM authorized officer has issued a written NTP.
- B. The BLM shall ensure that any human remains, grave goods, items of cultural patrimony, and sacred objects encountered during the undertaking, whether discovered incidentally or during treatment of historic properties, are treated with the respect due such materials. In coordination with this PA, Native American human remains and associated grave goods found on public land will be handled according to the provisions of NAGPRA and its implementing regulations (43 CFR 10). Human remains and associated grave goods found on private land will be handled according to the provisions of Nevada State Law. If human remains, grave goods, sacred objects or items of cultural patrimony subject to NAGPRA are discovered, surface disturbing activities within 50 meters of the discovery shall cease immediately and Newmont, or its authorized representative, shall secure the location to prevent vandalism or other damage in consultation with the BLM. Newmont, or its authorized representative, shall notify the BLM authorized officer of the discovery by telephone within 24 hours, followed by written confirmation. All surface disturbing activity within the 50 meters of the point of discovery shall remain suspended until terms of NAGPRA are met and the BLM authorized officer has issued a written NTP.
- C. Prior to initiating any surface disturbing activities within phased work areas of the APE, Newmont shall provide the Signatories with a list of authorized employees empowered to halt potentially destructive activities in a discovery situation. The BLM will provide Newmont with 24-hour contact information of Elko District authorized employees that are to be notified in the event of an unintentional discovery.

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- D. BLM shall notify the SHPO and consider their initial comments on the discovery. Within two (2) calendar days of the discovery, BLM shall notify Newmont, the SHPO, and as appropriate, Tribes, of the BLM's decision to either allow undertaking-related activities to proceed, allow further evaluation, or to require mitigation measures.
- E. If, in consultation with the SHPO, the BLM determines that mitigation is appropriate, the BLM shall solicit comments from the SHPO, and as appropriate, Tribes, to develop mitigating measures. Any comments offered by the SHPO and Tribes will be documented, considered in dealing with the discovery, and subject to confidentiality requirements.
- F. The BLM shall ensure that reports of mitigation efforts for discovery situations are completed in a timely manner and conform to the Department of Interior's Formal Standards for Final Reports of Data Recovery Program (42 FR 5377 79). Once mitigation of a discovery has been completed, all areas to be released for construction shall be included in a summary report submitted to the BLM. The summary report shall include, at a minimum, a summary of the findings, a list of all items recovered, and a map showing the locations of the discovery. The BLM shall be provided with summary reports within seven (7) days of the completion of treatment. The BLM, in consultation with SHPO, has seven (7) days to either approve the summary report or respond back to the contractor with comments. Once approved, the BLM will issue a written NTP to Newmont in accord with Stipulation VIII of this PA.

VI. REPORTING

- A. Newmont's cultural resource contractor shall report the results of activities under this PA (planning, identification, evaluation, and treatment) to BLM by phased work area, as completed.
- B. The BLM shall ensure that all final archeological reports resulting from actions pursuant to this PA will be provided to the SHPO, and as appropriate, made available to other consulting parties, such as those with data sharing agreements, approved by the BLM. All such reports shall be consistent with the Department of Interior's Formal Standards and the latest edition of BLM Nevada's Guidelines and Standards for Archaeological Inventory for Final Reports of Data Recovery Programs (42 FR 5377 79). All reports shall include site forms and other supporting documentation.
- C. Final reports shall be submitted to comply with the Protocol and with the Nevada BLM Cultural Resources Inventory General Guidelines, 5th edition (January 2012) or latest edition.

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VII. MONITORING

- A. Any Signatory may monitor actions carried out pursuant to this PA. To the extent practicable, every effort will be made to minimize the number of monitors involved in the undertaking.
- B. Any areas identify as sensitive by the BLM, Tribes, or SHPO may be monitored by a qualified individual. The HPTP will provide detailed monitoring instructions regarding the identification and NTP procedures outlined in this PA. Monitors shall be empowered to stop work to protect resources if that work is inconsistent with the terms of this PA.

VIII. NOTICES TO PROCEED

- A. NTPs may be issued by the BLM to Newmont under any of the following conditions:
 - i. The APE (from either a phased work area or the entire undertaking) has been completely inventoried and BLM, in consultation with SHPO, Tribes, and other consulting parties as appropriate, has determined that there are no eligible properties within the APE; or
 - ii. The BLM, in consultation with SHPO, Tribes, and other consulting parties as appropriate, has determined that the activities within the APE or phased work areas will not have an adverse effect on historic properties; or
 - iii. The BLM, in consultation with SHPO, Tribes, and other consulting parties as appropriate, has approved a HPTP for all historic properties affected by the undertaking within the phased work areas; and
 - a. The fieldwork phase of the treatment option has been completed; and
 - b. BLM has accepted a summary description of the fieldwork performed including a schedule for the reporting of that work; and
 - c. The BLM shall provide a copy of the summary to SHPO; and

- d. The SHPO reviews the summary and if the SHPO concurs or does not respond within two (2) working days of receipt, BLM shall assume concurrence and issue the NTP.
- iv. Newmont shall not begin any ground disturbing activities within the 50 meter radius of any historic property until a NTP is issued for the property; and
- v. Newmont has posted a surety acceptable to BLM for post fieldwork costs of the treatment plan; and
- vi. Areas that have not been released will be clearly marked in the field for avoidance until the conditions outlined above have been met. A standard avoidance buffer for these areas will be 50 meters.

IX. TIME FRAMES

- A. BLM will review inventory reports and HPTP within 30 days of receipt. Upon BLM approval, the inventory report or HPTP will be submitted to SHPO for a 30 calendar day review and comment period.
- B. A draft final report of all phased identification, evaluation, and treatment activities will be due to BLM from Newmont's cultural resource contractor, within nine (9) months of the completion of the fieldwork associated with the activity unless otherwise negotiated. Final reports will be due sixty (60) days after receiving BLM comments.

X. SURETY BONDS

- A. The terms of any NTP issued by the BLM for the Long Canyon Project, in accord with Stipulation VIII, shall provide for the posting of the surety for the protection of historic properties, as set forth below.
- B. Newmont shall, when required by the BLM, post a surety with the BLM in an amount sufficient to cover all post fieldwork costs associated with implementing a HPTP. Such costs may include, but are not limited to post field analyses, research and report preparation, interim and summary reports preparation, and the curation of project documentation and artifact collections in a BLM approved curation facility.
- C. The surety posted shall be subject to forfeiture if the HPTP tasks are not completed within the time established by the HPTP.

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- D. The surety shall be released, in whole or in part, as specific HPTP tasks are completed and accepted by the BLM, in consultation with the SHPO and other consulting parties as appropriate.

XI. NATIVE AMERICAN CONSULTATION

- A. BLM will consult with Tribes on all activities outlined within this PA under the procedures set forth in BLM manual 8120 and handbook H-8120-1. The BLM shall consult with Tribes to identify historic properties considered to be of traditional religious and cultural importance within the area of direct or indirect impact and to provide tribal expertise to BLM in the evaluation of eligibility for the NRHP and resolution of adverse effects.
- B. Should BLM determine that the collection of ethnographic data is necessary to identify, evaluate and treat historic properties during the course of consultation, Newmont will contract an ethnographer acceptable to BLM to accomplish a scope of work specified by BLM.
- C. Information considered proprietary by Tribes will be held confidentially by BLM to the extent provided for under federal law.

XII. DISPUTE RESOLUTION

- A. If any Signatory, Tribe, or other consulting party, objects to any activities proposed in this PA, BLM, in consultation with SHPO, shall consult with the objecting party within thirty (30) days of receiving such objection.
- B. If there is an objection by SHPO to the manner in which the terms of this PA are implemented, SHPO shall notify the Wells Field Manager in writing of the objection. BLM will consult with SHPO to resolve the objection. If BLM determines that the objection cannot be resolved, it will request consultation by the BLM Nevada State Office to help resolve the objection.
- C. Any Signatory, Tribe, or other consulting party can request participation by the ACHP should prior consultation not resolve the objection.
- D. The Signatory Parties shall continue all actions under this PA that are not the subject of the dispute.

XIII. AMENDMENT

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Any Signatory to this PA may request that it be amended, whereupon the Parties will consult to consider such amendment. The amendment will be effective on the date a copy signed by all of the Signatories is filed with the ACHP.

XIV. TERMINATION

If any Signatory to this PA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation XIII, above to avoid termination. If within thirty (30) days an amendment cannot be reached, any Signatory may terminate the agreement upon written notification to the other signatories. In the event that the PA is terminated, the BLM shall comply with the provisions of the 36 CFR 800.3 through 800.6.

XV. DURATION

This PA shall become effective on the date of the last Signatory Party's signature below and shall remain in effect for a period of ten years or until terminated as provided in Stipulation XIV, whichever is earlier. If the project has not been initiated within the ten year period, this PA will automatically terminate.

EXECUTION of this PA by the BLM and SHPO and implementation of its terms is evidence that the BLM has taken into account the effects of this undertaking on historic properties.

SIGNATORY PARTIES:

BUREAU OF LAND MANAGEMENT, WELLS FIELD OFFICE

By:

Bryan K. Fuell, Field Manager

Bureau of Land Management, Wells Field Office

Date:

6/11/13

NEVADA STATE HISTORIC PRESERVATION OFFICER

By:

Rebecca L. Palmer

Acting State Historic Preservation Officer

Date:

6/3/13

CONCURRING PARTIES:

NEWMONT MINING CORPORATION

By: 
Dan Anderson
Regional Manager, Environmental Affairs

Date: 7/17/13

CONFEDERATED TRIBES OF THE GOSHUTE RESERVATION

By:
Tribal Chair

Date:

DUCKWATER SHOSHONE TRIBE

By:
Tribal Chair

Date:

DUCK VALLEY SHOSHONE PAIUTE TRIBE

By:
Tribal Chair

Date:

ELKO BAND COUNCIL

By:
Tribal Chair

Date:

TE-MOAK TRIBE OF THE WESTERN SHOSHONE

By:
Tribal Chair

Date:

WELLS BAND COUNCIL

By:

Date:

Tribal Chair

APPENDIX A


AREA OF POTENTIAL EFFECT FOR CULTURAL RESOURCES MAP

{SUBJECT TO CHANGE AS PER STIPULATION II OF THIS PA}



NEWMONT MINING CORPORATION
LONG CANYON MINE PROJECT

PROPOSED MINE FACILITIES:

- | EXISTING CONDITIONS: | | PROPOSED MINE FACILITIES: | |
|--|---|---------------------------|--|
|  | PROPOSED LONG CANYON PROJECT BOUNDARY | ① | MINE PIT |
|  | TOPOGRAPHY CONTOURS (50 FT) | ② | WASTE ROCK STORAGE FACILITY |
|  | LIGHT USE ROAD | ③ | MINE SUPPORT & MILL FACILITIES |
|  | STREAM | ④ | HEAP LEACH FACILITY |
|  | SECONDARY HIGHWAY | ⑤ | TAILING STORAGE FACILITY |
|  | INTERSTATE HIGHWAY | ⑥ | 138 kV POWERLINE |
|  | RAILROAD | ⑦ | MAIN ACCESS GATE |
|  | POWERLINE | ⑧ | GROWTH MEDIUM MATERIAL STOCKPILE |
|  | STRUCTURE / BUILDING | ⑨ | BORROW SITE |
|  | TOWNSHIP - RANGE LINE (USGS SURVEYED) | ⑩ | HAUL ROAD & PIPELINE CORRIDOR |
|  | SECTION LINE (USGS SURVEYED) | ⑪ | MAIN MINE ACCESS ROAD |
|  | WEST WENDOVER/ WENDOVER WATER PIPELINE AND SERVICE ROAD | ⑫ | ANFO STORAGE |
|  | NATURAL BARRIER | ⑬ | POTABLE & FIRE WATER TANKS |
| | | ⑭ | EXPLOSIVE MAGAZINES |
| | | ⑮ | WATER WELL AND TANK |
| | | ⑯ | CLASS III LANDFILLS |
| | | ⑰ | SANITARY WASTE HANDLING SYSTEM |
| | | ⑱ | 24.5 kV POWERLINE |
| | | ⑲ | EXISTING WELLS RURAL ELECTRICAL ASSOCIATION SUBSTATION |
| | | ⑳ | LIME SILO |
| | | ㉑ | WEST WENDOVER/WENDOVER WATER PIPELINE |
| | | ㉒ | NATURAL GAS GENERATORS |
| | | ㉓ | PROPOSED ACTION GAS PIPELINE |
| | | ㉔ | LAY-DOWN / STORAGE AREA |
| | | ㉕ | PROPOSED MUNICIPAL WELLS |

NO WARRANTY IS MADE BY THE BUREAU OF LAND MANAGEMENT AS TO THE ACCURACY, RELIABILITY, OR COMPLETENESS OF THESE DATA FOR INDIVIDUAL USE OR AGGREGATE USE WITH OTHER DATA. ORIGINAL DATA WERE COMPILED FROM VARIOUS SOURCES. THIS INFORMATION MAY NOT MEET NATIONAL MAP ACCURACY STANDARDS. THIS PRODUCT WAS DEVELOPED THROUGH DIGITAL MEANS AND MAY BE UPDATED WITHOUT NOTIFICATION.

- 26 WEST ACCESS GATE
27 CORE STORAGE FACILITY
28 FENCE LINE

NOTE: FOR DETAILS ON MINE SUPPORT AND MILL FACILITIES, SEE FIGURE 2.2-6 OFFICE AND MILL SITE LAYOUT



4,000 2,000 0 4,000 FEET

1 INCH = 4,000 FEET